

## **FIRST AMENDMENT OF LEASE**

This First Amendment of Lease (this "Amendment") is made as of this 3rd day of April 2017 (the "Effective Date"), by and between the United States Department of Veterans Affairs (hereinafter "Department"), and the Regents of the University of California (hereinafter "Lessee").

### **RECITALS**

A. Department and Lessee entered into that certain Lease effective as of December 23, 2016 ("Lease"), for the lease of certain premises comprised of athletic fields and complex (the "Property") in the County of Los Angeles, State of California, in a project commonly referred to as the West Los Angeles Campus ("Project"), all as more particularly set forth in the Lease.

B. The Lease indicated that Exhibit "A" – Legal Description to the Lease was in process and would be added by the Department and Lessee via a future lease amendment.

C. The Department and Lessee desire to delete and replace two exhibits to the Lease, Exhibit "A" – Legal Description and Exhibit "B" – Site Plan, respectively, as set forth herein below.

D. The Department and Lessee desire by this Amendment to further amend the Lease as hereinafter provided.

### **TERMS**

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants contained herein, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and Lessee do hereby agree as follows:

1. **Incorporation.** Paragraphs A, B, C, and D above are hereby incorporated by reference.

2. **Defined Terms.** Department and Lessee hereby agree that all initial capitalized terms used in this Amendment shall have the same meaning given such terms in the Lease, as shall be appropriate, unless otherwise defined in this Amendment.

3. **Amendment of Lease.** The Lease is amended as of the date hereof (the "Effective Date"), as follows:

3.1. All references in the Lease to "approximately 7.35 acres" shall now refer to "approximately 10.09 acres."

3.2. All references in the Lease to the "7.35 Acre Site" shall now refer to the "10.09 Acre Site."

3.3. Exhibit "A" – Legal Description in the Lease is deleted in its entirety and replaced with Exhibit "A" – Legal Description contained in this Amendment.

3.4. Exhibit "B" – Site Plan in the Lease is deleted in its entirety and replaced with Exhibit "B" – Site Plan contained in this Amendment.

4. **Successors.** The provisions of this Amendment shall bind and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

5. **Integration and Restatement.** The Lease and this Amendment shall not be further amended or modified except by a written instrument signed by both Department and Lessee. This Amendment shall not be construed more favorably for, or more strictly against, either party on the grounds that such party participated more or less fully in the preparation of this Amendment. Except as expressly provided herein, the Department and Lessee fully confirm, ratify, and restate the Lease and each provision thereof. Except as amended hereby, the Lease remains in full force and effect.

IN WITNESS WHEREOF, Department and Lessee have entered into this Amendment as of the Effective Date.

**LESSEE:**

**The Regents of the University  
of California**

By: \_\_\_\_\_

(b) (6)

Name: \_\_\_\_\_

Steven A. Olsen

Title: \_\_\_\_\_

Vice Chancellor  
and CFO

**LESSOR:**

**United States Department  
of Veterans Affairs**

By: \_\_\_\_\_

(b) (6)

Name: \_\_\_\_\_

ALAN TRINH

Title: \_\_\_\_\_

DEPUTY DIRECTOR/CONTRACTING  
OFFICER

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of LOS ANGELES )  
 On APRIL 3, 2017 before me, FRANCIS AVECILLA, Notary Public  
 Date Here Insert Name and Title of the Officer  
 personally appeared STEVEN A. OLSEN  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

## **EXHIBIT "A" - LEGAL DESCRIPTION**

THOSE PORTIONS OF THE RANCHO SAN VICENTE Y SANTA MONICA SHOWN IN PATENTS BOOK 3, PAGES 30 AND 31, TOGETHER WITH THE RANCHO SAN VICENTE Y SANTA MONICA KNOWN AS VILLA FARMS, SHOWN IN BOOK 70, PAGES 54 THROUGH 56, INCLUSIVE OF MISCELLANEOUS RECORDS, TOGETHER WITH THE SANTA MONICA LAND AND WATER COMPANY TRACT, SHOWN IN BOOK 78, PAGES 44 THROUGH 49, INCLUSIVE OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

### **PARCEL A:**

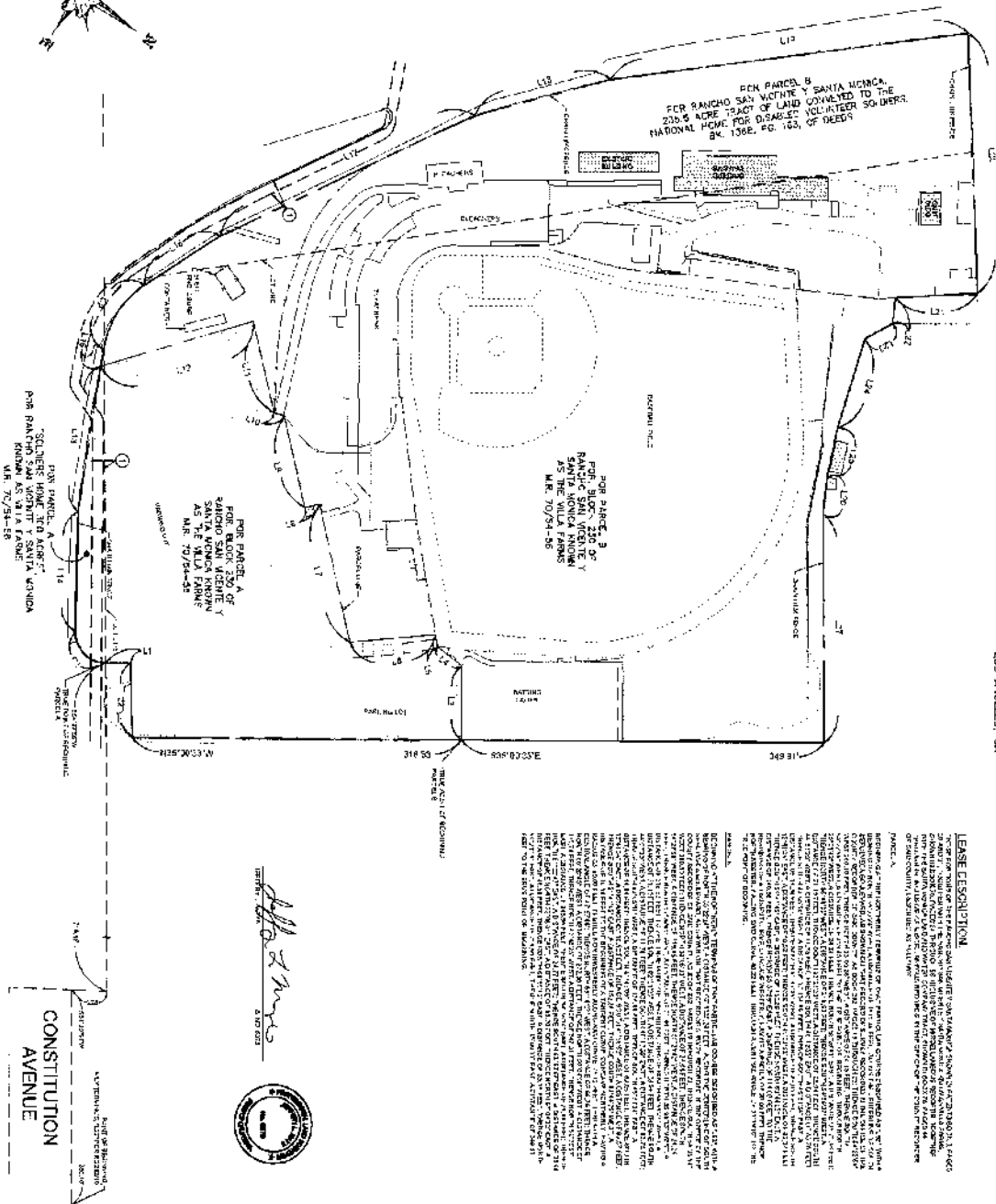
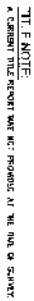
BEGINNING AT THE NORTHERLY TERMINUS OF THAT PARTICULAR COURSE DESCRIBED AS "L92", WITH A BEARING OF NORTH 35°22'24" WEST, A DISTANCE OF 1835.26 FEET, ALONG THE CENTERLINE OF SOUTH SEPULVEDA BOULEVARD, AS SHOWN ON THAT RECORD OF SURVEY RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS BOOK 282, PAGES 19 THROUGH 23; THENCE SOUTH 54°39'54" WEST 280.10 FEET; THENCE NORTH 33°05'38" WEST, A DISTANCE OF 34.68 FEET; THENCE SOUTH 54°27'56" WEST, A DISTANCE OF 719.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 35°21'42" WEST, A DISTANCE OF 24.24 FEET; THENCE NORTH 53°26'01" EAST, A DISTANCE OF 71.46 FEET; THENCE NORTH 35°00'33" WEST, A DISTANCE OF 318.53 FEET; THENCE SOUTH 54°59'27" WEST, A DISTANCE OF 71.10 FEET; THENCE SOUTH 02°21'23" WEST, A DISTANCE OF 28.94 FEET; THENCE SOUTH 44°53'29" WEST, A DISTANCE OF 11.78 FEET; THENCE SOUTH 40°12'55" EAST, A DISTANCE OF 83.78 FEET; THENCE SOUTH 42°05'51" WEST, A DISTANCE OF 134.66 FEET; THENCE SOUTH 45°51'34" EAST, A DISTANCE OF 14.94 FEET; THENCE SOUTH 41°43'05" WEST, A DISTANCE OF 89.05 FEET; THENCE SOUTH 13°41'34" EAST, A DISTANCE OF 10.52 FEET; THENCE SOUTH 41°38'52" WEST, A DISTANCE OF 89.37 FEET; THENCE SOUTH 51°41'45" EAST, A DISTANCE OF 152.86 FEET; THENCE NORTH 63°44'25" EAST, A DISTANCE OF 140.96 FEET; THENCE NORTH 55°57'28" EAST, A DISTANCE OF 114.60 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 29.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, 46.22 FEET, THROUGH A CENTRAL ANGLE OF 91°19'10" TO THE TRUE POINT OF BEGINNING.

### **PARCEL B:**

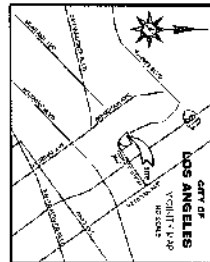
BEGINNING AT THE NORTHERLY TERMINUS OF THAT PARTICULAR COURSE DESCRIBED AS "L92", WITH A BEARING OF NORTH 35°22'24" WEST, A DISTANCE OF 1835.26 FEET, ALONG THE CENTERLINE OF SOUTH SEPULVEDA BOULEVARD, AS SHOWN ON THAT RECORD OF SURVEY RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS BOOK 282, PAGES 19 THROUGH 23; THENCE SOUTH 54°39'54" WEST 280.10 FEET; THENCE NORTH 33°05'38" WEST, A DISTANCE OF 34.68 FEET; THENCE SOUTH 54°27'56" WEST, A DISTANCE OF 719.45 FEET; THENCE NORTH 35°21'42" WEST, A DISTANCE OF 24.24 FEET; THENCE NORTH 53°26'01" EAST, A DISTANCE OF 71.46 FEET; THENCE NORTH 35°00'33" WEST, A DISTANCE OF 318.53 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 54°59'27" WEST, A DISTANCE OF 71.10 FEET; THENCE SOUTH 02°21'23" WEST, A DISTANCE OF 28.94 FEET; THENCE SOUTH 44°53'29" WEST, A DISTANCE OF 11.78 FEET; THENCE SOUTH 40°12'55" EAST, A DISTANCE OF 83.78 FEET; THENCE SOUTH 42°05'51" WEST, A DISTANCE OF 134.66 FEET; THENCE SOUTH 45°51'34" EAST, A DISTANCE OF 14.94 FEET; THENCE SOUTH 41°43'05" WEST, A DISTANCE OF 89.05 FEET; THENCE SOUTH 13°41'34" EAST, A DISTANCE OF 10.52 FEET; THENCE SOUTH 41°38'52" WEST, A DISTANCE OF 89.37 FEET; THENCE SOUTH 51°41'45" EAST, A DISTANCE OF 152.86 FEET; THENCE SOUTH 63°44'25" WEST, A DISTANCE OF 16.34 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 90.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, 75.32 FEET, THROUGH A CENTRAL ANGLE OF 47°57'08"; THENCE NORTH 68°18'27" WEST, A DISTANCE OF 86.75 FEET; THENCE NORTH 60°26'45" WEST, A DISTANCE OF 272.86 FEET; THENCE NORTH 50°04'18" WEST, A DISTANCE OF 135.74 FEET; THENCE NORTH 42°45'23" WEST, A DISTANCE OF 347.31 FEET; THENCE NORTH 52°38'57" EAST, A DISTANCE OF 248.95 FEET; THENCE SOUTH 38°36'10" EAST, A DISTANCE OF 78.88 FEET; THENCE NORTH 61°22'47" EAST, A DISTANCE OF 24.77 FEET; THENCE SOUTH 63°53'57" EAST, A DISTANCE OF 30.68 FEET; THENCE NORTH 72°06'01" EAST, A DISTANCE OF 89.20 FEET; THENCE NORTH 67°04'32" EAST, A DISTANCE OF 48.38 FEET; THENCE NORTH 60°55'15" EAST, A DISTANCE OF 35.19 FEET; THENCE NORTH 54°21'19" EAST, A DISTANCE OF 218.60 FEET; THENCE SOUTH 35°00'33" EAST, A DISTANCE OF 349.91 FEET TO THE TRUE POINT OF BEGINNING.

**EXHIBIT "B" – SITE PLAN**

See Attached One Page Boundary Survey dated February 24, 2017 prepared by JRN Civil Engineers File No. 16230-A.

[illegible][illegible][illegible]

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У НАСТАВ

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SHEET 0"	1 1	SCALE: 1" = 50' DATE: 2/24/17	BOUNDARY SURVEY		JRN CIVIL ENGINEERS		REVISIONS
FILE NO. 16233-A	DRAWN BY: TVE CHKD. BY: JRN	ADDRESS: 100 CONSTITUTION AVENUE, LOS ANGELES, CA	PHONE (213) 243-6645 FAX (213) 243-6657	300 N FINEST, GULFSTREAM APT 232 AVENUE 7400 QUINCY, DIF 107			
		CLIENT: CONCOURSE FEDERAL GROUP	PROJECT COORDINATOR: TRAVIS EDWARDS (TEDWARDS@JRNCA.ORG)				